



22 February 2016

Diane Taylor
General Service Administration
1800 F Street NW
Washington, DC 20405
Email: diane.taylor@gsa.gov

Re: A Gartner Research Proposal for the General Service Administration

Dear Ms. Taylor:

Gartner is pleased to provide the General Service Administration (GSA) with a proposal in response to RFQ No. ID14160080: Blanket Purchase Agreement for IT Research Services for Gartner Research. This Proposal contains an overview of the specific GSA goals and initiatives and a recommended solution to help you achieve those goals.

The period of performance for the proposed Gartner Research Services is 1 April 2016 to 31 March 2021. Gartner's Offer and any subsequent Award is in accordance with (and subject to) prices, terms and conditions of GSA Contract # GS-35F-5014H, unless otherwise stated. This proposal is valid through 31 March 2016.

Please contact me at (b) (6) or via email at (b) (6) if you have any questions regarding this Proposal. Thank you for this opportunity.

We look forward to working with you and your staff to further your strategic and tactical initiatives in the coming years.

Sincerely,

(b) (6)

Senior Account Executive, Gartner

cc: (b) (6), Area Manager, Gartner

A Proposal for
General Service Administration

Blanket Purchase Agreement for IT Research Services

Price Volume

22 February 2016

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1.0 Gartner Solution and Investment Schedule

Gartner has provided our required GSA Schedule Pricelist as an attachment in Section 2.0. The products offered are summarized in the table below, with **hyperlinks to the applicable service descriptions**. Gartner's Offer and any subsequent Award is in accordance with (and subject to) prices, terms and conditions of GSA Contract # GS-35F-5014H, unless otherwise stated.

Below Option Year pricing is illustrative. Actual Option Year pricing will be the prices in the "then-current" GSA Contract in effect when an Option is exercised.

Table 1. Gartner Investment Schedule for GSA Pricelist Items

Gartner Products and Service Description Hyperlinks	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Page
Gartner Executive Programs Leadership Team — Team Leader	(b) (4)					17
Gartner Executive Programs Leadership Team — Partner Leader						17
Gartner Executive Programs Leadership Team — Partner Team Member						17
Gartner Executive Programs Leadership Team — Delegate Leader						17
Gartner Executive Programs Leadership Team — Delegate Team Member						17
Gartner Executive Programs Leadership Team — Advisor Leader						17
Gartner Executive Programs Leadership Team — Advisor Team Member						17
Gartner Executive Programs Leadership Team — Cross Function Team Member						17

Gartner Products and Service Description Hyperlinks	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Page
Gartner Executive Programs Leadership Team — Role Team Member	(b) (4)					17
Executive Programs Member						19
Executive Programs Member Basic						19
Gartner for IT Executives — CIO Signature						20
Gartner for IT Executives — CIO						21
Gartner for IT Executives — CIO Essentials						22
Gartner Enterprise IT Leadership Team — Team Leader						25
Gartner Enterprise IT Leadership Team — Advisor Team Member						25

Gartner Products and Service Description Hyperlinks	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Page
Gartner Enterprise IT Leadership Team — Cross Function Team Member	(b) (4)					25
Gartner Enterprise IT Leadership Team — Role Team Member						25
Gartner Enterprise IT Leadership Team — Essentials Team Member						25
Gartner Enterprise Supply Chain Leadership Team — Team Leader						25
Gartner Enterprise Supply Chain Leadership Team — Advisor Team Member						25
Gartner Enterprise Supply Chain Leadership Team — Cross Function Team Member						25
Gartner Enterprise Supply Chain Leadership Team — Essentials Team Member						25
Gartner for Enterprise IT Leaders: Applications — Oracle						27
Gartner for Enterprise IT Leaders: Applications — SAP						27

Gartner Products and Service Description Hyperlinks	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Page
	(b) (4)					
Gartner for Enterprise IT Leaders: Enterprise Architecture						27
Gartner for Enterprise IT Leaders: Infrastructure and Operations						27
Gartner for Enterprise IT Leaders: Security and Risk Management						27
Gartner for Enterprise IT Leaders: Sourcing & Vendor Management						27
Gartner for Enterprise Supply Chain Leaders						27
Gartner IT Leadership Team — Team Leader						28
Gartner IT Leadership Team — Advisor Team Member						28

Gartner Products and Service Description Hyperlinks	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Page
Gartner IT Leadership Team — Cross Function Team Member	(b) (4)					28
Gartner IT Leadership Team — Role Team Member						28
Gartner IT Leadership Team — Essentials Team Member						28
Gartner Supply Chain Leadership Team — Team Leader						28
Gartner Supply Chain Leadership Team — Advisor Team Member						28
Gartner Supply Chain Leadership Team — Cross Function Team Member						28
Gartner Supply Chain Leadership Team — Essentials Team Member						28
Gartner for IT Leaders Individual Access Advisor						30
Gartner for IT Leaders Reference						30
Gartner for Supply Chain Leaders						30

Gartner Products and Service Description Hyperlinks	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Page
Individual Access Advisor	(b) (4)					
Gartner for Supply Chain Leaders Reference						30
Gartner for Technical Professionals Advisor Department						31
Gartner for Technical Professionals Reference Department						31
Gartner Technology Planner for Technical Professionals						32
Gartner Technology Planner Essentials						32
Core Connect Advisor						33
Core Connect Reference						33

Gartner Products and Service Description Hyperlinks	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Page
Gartner for IT News and Insight	[REDACTED]	(b) (4)	[REDACTED]	[REDACTED]	[REDACTED]	34
Burton Classic IT1 Research (Renewal Only)	\$(b) (4)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	37
IT Professional Services	See Table 2	See Table 2	See Table 2	See Table 2	See Table 2	38

Table 2. Gartner IT Professional Services Rates

Title	Regular Hourly Rates	*Temporary Discounted Hourly Rates Applicable to Orders Dated On or Before 12/31/2016	*Temporary Daily Rates
Vice President	(b) (4)		
Senior Director			
Director			
Associate Director			
Senior Consultant			
Consultant			
Associate Consultant			

Optional Benchmarking Services

The following Tables 3-12, contain optional Gartner Benchmarking Services for GSA's consideration. The Benchmarking Services pricing reflects Gartner Consulting solutions to typical Benchmarking focus areas described per each Table herein. The pricing for each Benchmarking engagement was established using Gartner's GSA Schedule labor categories and rates (see Table #13) in order to develop the firm fixed-price. Option Year pricing is illustrative. Actual Option Year pricing will be developed using the Labor rate prices in the "then-current" GSA Contract in effect when an Option is exercised.

The deliverables, schedule and pricing related to the Optional Gartner Benchmarking Services engagements in this proposal are based on the following assumptions:

1. GSA will designate an engagement manager to act as the primary point of contact for the benchmarking engagement. The GSA engagement manager will be expected to work

closely with the Gartner employees as needed and will: (a) approve engagement priorities, detailed task plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving engagement issues that may arise.

2. Available GSA Resources—The GSA benchmarking engagement team will make the appropriate resources available during the engagement kick-off meeting. It is also expected that GSA will assign engagement liaisons to enable effective interaction and data review during the course of the benchmarking engagement (e.g., engagement sponsor, engagement manager, IT area subject matter experts, etc.).
3. Availability of Information—It is expected that the relevant documentation and information called for by the particular benchmarking engagement is readily available for use by the engagement team. In cases where data is not available, Gartner Consulting will work with GSA to make reasonable assumptions in order to facilitate completion of the engagement in a timely manner. Gartner Consulting will require that the engagement liaison provide this data to Gartner Consulting and help coordinate the interview schedules with engagement participants to validate any information collected.
4. Gartner work will be performed at Gartner locations or on-site at GSA facilities as required.
5. GSA will review and approve documents within 10 business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by GSA.
6. All deliverables will be developed using Microsoft products (for example, Project, Excel (2007 or earlier), Word and PowerPoint) and delivered in Adobe Portable Document Format (PDF).
7. Any requests for either additional information or additional level of detail and/or depth of assessment and analysis beyond what is specified in the benchmarking services descriptions (presented in the accompanying Technical Proposal) that are made by GSA will be considered changes in scope for the benchmarking service engagement, and will be handled in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise GSA of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to decide whether to proceed with the requested changes. As soon as practicable, Gartner shall advise GSA of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to decide whether to proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

Table 3. Gartner IT Overview Benchmark Base Offering Plus Additions

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Executive Benchmark — Base Offering	Analysis of four IT functional areas including cost, staffing & productivity	1					
IT Executive Benchmark — Additional Functional Area	One functional area	1					
IT Executive Benchmark — Additional Organizational or Geographical or Custom View	One view	1					
IT Executive Benchmark — Additional On-site Management Presentation	One management presentation	1					
IT Executive Benchmark — Additional Market Price Assessment	One functional area	1					
IT Executive Benchmark — Additional On-Site Data Collection Assistance	On-site data collection	1 week					

(b) (4)

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Executive Benchmark — Additional IT Service Management Process Assessment	One ITSM process assessment across 6 distinct process areas	1	(b) (4)				
IT Executive Benchmark — Additional Application Health Check	One application health check	1					
IT Executive Benchmark — Additional Optimization Road Map	One optimization road map	1					

Table 4. Gartner IT Market Price Benchmark Base Offering Plus Additions

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Market Price Benchmark — Base Offering	Comprehensive analysis of the market price of 4 functional areas	1	(b) (4)				
IT Market Price Benchmark — Additional Functional Area	One functional area	1					

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Market Price Benchmark — Additional Organizational or Geographical or Custom View	One view	1	(b) (4)				
IT Market Price Benchmark — Additional On-site Management Presentation	One management presentation	1					
IT Market Price Benchmark — Additional Benchmark Analytics Modeling	Benchmark analytics modeling	1 week					

Table 5. Gartner IT Customer Satisfaction Survey Base Offering Plus Additions

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Customer Satisfaction Survey — Base Offering	Survey of 1,000 responses	1	(b) (4)				
IT Customer Satisfaction Survey — Additional Responses Analyzed	Additional 500 responses analyzed	1					

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Customer Satisfaction Survey — Additional On-site Management Presentation	One management presentation	1	(b) (4)				
IT Customer Satisfaction Survey — Additional Detailed Action Plan	One detailed action plan	1					

Table 6. Gartner IT Business Effectiveness Survey Base Offering Plus Additions

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Business Effectiveness Survey — Base Offering	Survey of 150 responses	1	(b) (4)				
IT Business Effectiveness Survey — Additional Responses Analyzed	Additional 150 responses analyzed	1					
IT Business Effectiveness Survey — Additional On-site Management Presentation	One management presentation	1					
IT Business Effectiveness Survey — Additional Detailed Action Plan	One detailed action plan	1					

Table 7. Gartner IT Decision Benchmark Base Offering Plus Additions

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Decision Benchmark — Base Offering	Efficiency and effectiveness analysis for one functional area	1	(b) (4)				
IT Decision Benchmark — Additional Functional Area (beyond the one included in base)	One functional area	1					
IT Decision Benchmark — Additional Organizational or Geographical or Custom View	One view	1					
IT Decision Benchmark — Additional On-site Management Presentation	One management presentation	1					
IT Decision Benchmark — Additional Market Price Assessment	One functional area	1					
IT Decision Benchmark — Additional On-Site Data Collection Assistance	On-site data collection	1 week					

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Decision Benchmark — Additional IT Service Management Process Assessment	One ITSM process assessment across 6 distinct process areas	1	(b) (4)				
IT Decision Benchmark — Additional Application Health Check	One application health check	1					
IT Decision Benchmark — Additional Optimization Road Map	One optimization road map	1					

Table 8. Gartner IT Service Catalog Benchmark Base Offering Plus Additions

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Service Catalog Benchmark — Base Offering	Analysis of rate and service level for 10 catalog elements	1	(b) (4)				
IT Service Catalog Benchmark — Additional Catalog Elements (rates and service levels)	One additional catalog element	1					

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Service Catalog Benchmark — Additional On-site Management Presentation	One management presentation	1	(b) (4)				
IT Service Catalog Benchmark — Additional Detailed Action Plan	One detailed action plan	1					

Table 9. Gartner IT Service Delivery Benchmark Base Offering Plus Addition

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Service Delivery Benchmark — Base Offering	Analysis of service delivery model for one service functional area	1	(b) (4)				
IT Service Delivery Benchmark — Additional Service Functional Area	One service functional area	1					
IT Service Delivery Benchmark — Additional On-site	One management presentation	1					

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
Management Presentation							
IT Service Delivery Benchmark — Additional Detailed Action Plan	One detailed action plan	1	(b) (4)				
IT Service Delivery Benchmark — Additional IT Service Management Process Assessment	One ITSM process assessment across 6 distinct process areas	1					
IT Service Delivery Benchmark — Additional Optimization Road Map	One optimization road map	1					

Table 10. Gartner IT Consolidation Benchmark Base Offering Plus Additions

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Consolidation Benchmark — Base Offering	Analysis and scenario modeling for one IT environment consolidation initiative	1	(b) (4)				

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Consolidation Benchmark — Additional IT Environment Consolidation Initiative	One consolidation initiative	1	(b) (4)				
IT Consolidation Benchmark — Additional On-site Management Presentation	One management presentation	1					
IT Consolidation Benchmark — Additional Detailed Action Plan	One detailed action plan	1					
IT Consolidation Benchmark — Additional Optimization Road Map	One optimization road map	1					

Table 11. Gartner IT Skills Inventory Benchmark Base Offering Plus Additions

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Skills Inventory Benchmark — Base Offering	One IT Skills Inventory Benchmark for up to 2,000 participants	1					
IT Skills Inventory Benchmark — Additional Participants	Additional 500 participants	1					
IT Skills Inventory Benchmark — Additional On-site Management Presentation	One management presentation	1					
IT Skills Inventory Benchmark — Additional Job Family Development	One job family	1					
IT Skills Inventory Benchmark — Additional Job Family Validation	One workshop per job family per component organization	1					
IT Skills Inventory Benchmark — Additional Competency Modeling	Per one job family	1					
IT Skills Inventory Benchmark — Additional Detailed Action Plan	One detailed action plan	1					

(b) (4)

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Skills Inventory Benchmark — Additional Optimization Road Map	One optimization road map	1	(b) (4)				

Table 12. Gartner IT Contract Benchmark Base Offering Plus Additions

Service Name/Description	Detail	Quantity	Base Year Price	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
IT Contract Benchmark — Base Offering	One IT Contract Benchmark for an individual contract	1	(b) (4)				

Open Market Pricing

Gartner has provided pricing for select Open Market items in the table below. These items are not offered on our GSA Schedule.

Table 13. Gartner Investment Schedule for Open Market Items*

Gartner Products and Service Description Hyperlinks	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Page
Gartner for Marketing Leaders Team: Team Leader*	(b) (4)					Open Market
Gartner for Marketing Leaders Team: Advisor Team Member*						Open Market
Gartner for Marketing Leaders Team: Reference Team Member*						Open Market
Analyst Relations Industry Add-on*						Open Market
Gartner for Product Management & Marketing Software Segment Advisor*						Open Market
Analyst Relations*						Open Market
Gartner for Product Management & Marketing Communications Segment Advisor*						Open Market
Gartner for Product Management & Marketing Services Segment Advisor*						Open Market
Gartner for Business Leaders 2 Industry Add-on* (Product Management & Marketing or Product Management & Marketing Segment)						Open Market
Gartner for Business Leaders Product						Open Market

Gartner Products and Service Description Hyperlinks	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Page
Management & Marketing*						
Industry Advisory Services Leadership Team: Leader*	(b) (4)					Open Market
Industry Advisory Services Leadership Team: Advisor Team Member*	(b) (4)					Open Market
Industry Advisory Services Leadership Team: Cross Function Team Member*	(b) (4)					Open Market
Industry Advisory Services Leadership Team: Role Team Member*	(b) (4)					Open Market
Industry Advisory Services Leadership Team: Essentials Team Member*	(b) (4)					Open Market
Global CIO Research Board*	(b) (4)					Open Market

*Gartner for Marketing Leaders, Gartner for Business Leaders, Industry Advisory Services and Global CIO Research Board are not on Gartner's GSA Schedule Contract and **offered as an "Open Market" or "Non-Schedule" item only**. Gartner is offering "like" GSA Schedule terms and conditions for these services.

2.0 GSA Schedule Pricelist

We have provided our GSA Schedule Pricelist as an attachment below. Gartner's GSA Schedule reflects current pricing only. For the BPA Option Years pricing, pricing will be those in effect in the "then current" GSA Contract in place at the time an Option is exercised.

**Authorized Federal Supply Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology
Equipment, Software and Services**

SIN 132-51 — Information Technology (IT) Professional Services

FPDS Code D302 — IT Systems Development Services

FPDS Code D306 — IT Systems Analysis Services

FPDS Code D307 — Automated Information Systems Design and Integration Services

FPDS Code D310 — IT Backup and Security Services

FPDS Code D311 — IT Data Conversion Services

FPDS Code D316 — IT Network Management Services

FPDS Code D317 — Automated News Services, Data Services, or Other Information Services

FPDS Code D399 — Other Information Technology Services, Not Elsewhere Classified

SIN 132-52 — Electronic Commerce and Subscription Services

**Gartner, Inc.
56 Top Gallant Road — PO Box 10212
Stamford, CT 06902-2212
1 203 964 0096
<http://www.gartner.com>**

Contract Number: GS-35F-5014H

Period Covered by Contract: 03/01/1998–03/31/2018

**General Services Administration
Federal Acquisition Service**

Pricelist current through Modification #PO-0076, effective February 01, 2016

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage!™ System (<http://www.gsaadvantage.gov>)

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Information for Ordering Activities

[Applicable to all Special Item Numbers]

Special Notice to Agencies: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, Federal Acquisition Regulation (FAR) 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ online shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Refer to Gartner Quotation, or

Contractor's Address

Gartner, Inc
Attn: Contract Administration
56 Top Gallant Road
Stamford, CT 06902-2212
1 203 964 0096

Contracts Administration Source

Gartner, Inc.
Attn: Robert Steagall
12651 Gateway Blvd.
Fort Myers, FL 33913
1 239 561 4000
1 866 225 4277
robert.steagall@gartner.com

Contracts Director

Gartner, Inc.
Attn: Greg Parrington
4501 No. Fairfax Drive-8th Fl.
Arlington, VA 22203
1 703 387 5721
1 800 446 3597
greg.parrington@gartner.com

Payment Address

Gartner, Inc. — Accounts Receivable
PO Box 911319
Dallas, TX 75391-1319

Contractors are required to accept credit cards for payments equal to or less than the micro purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor. The Contractor shall not be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of the Contractor or its employees, the Contractor's total liability arising out of this Agreement and the provision of the Services herein shall be limited to the fee paid by Client under the Statement of Work under which such liability arises.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) **09-722-0180**
Number:

Block 30: Type of Contractor **C. Large Business**

Block 31: Woman-Owned Small Business **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **04-3099750**

- a. CAGE Code: **0EFU3**
- b. Gartner, Inc. is registered in the System for Award Management —
<https://www.sam.gov/portal/public/SAM/>
- c. Gartner, Inc. "Representations and Certifications" are available at
<https://www.sam.gov/portal/public/SAM/>

5. FOB: DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY

The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

Special Item Number	Delivery Time (Days ARO)
132-51 and 132-52	30 Days

b. URGENT REQUIREMENTS

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None — Full Payment Due: Net, 30
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discounts as all other Government customers. Government Military Academies and College/University entities are also invited to explore a unique, higher education, Core Research price plan (Open Market).

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not Available

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$500.00.

11. MAXIMUM ORDER

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 — Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of FAR 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

- a. **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number 1 703 487 4650.

- b. **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number 1 202 619 8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number 1 301 975 2833.

14. CONTRACTOR TASKS/SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- a. **SECURITY CLEARANCES:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b. **TRAVEL:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. NOTE: Refer to FAR Part 31.205-46; Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- c. **CERTIFICATIONS, LICENSES AND ACCREDITATIONS:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. **INSURANCE:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e. **PERSONNEL:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. **ORGANIZATIONAL CONFLICTS OF INTEREST:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. **DOCUMENTATION/STANDARDS:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. **DATA/DELIVERABLE REQUIREMENTS:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. **GOVERNMENT-FURNISHED PROPERTY:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. **AVAILABILITY OF FUNDS:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!TM

GSA Advantage!TM is an online, interactive electronic information and ordering system that provides online access to vendors' schedule prices with ordering information. GSA Advantage!TM will allow the user to perform various searches across all contracts including, but not limited to:

- a. Manufacturer;
- b. Manufacturer's Part Number; and
- c. Product categories.

Agencies can browse GSA Advantage!TM by accessing the Internet World Wide Web utilizing a browser (e.g., NetScape). The Internet address is <http://www.gsaadvantage.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) — referred to as open market items — to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- a. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing [Part 5], competition requirements [Part 6], acquisition of commercial items [Part 12], contracting methods [Parts 13, 14, and 15], and small business programs [Part 19]);
- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - i. Time of delivery/installation quotations for individual orders;
 - ii. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
 - iii. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts of more than \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or

services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE

Professional services offered herein are consulting services which are not generally considered Electronic and Information Technology (EIT) and which are not provided by the government to employees or to the public. Section 508 Compliance does not apply to these services.

If these services are ordered in support of agency requirements relating to EIT applications, products or services provided to employees or to the public, then, Gartner will address Section 508 Compliance requirements in conjunction with a specific Task Order or Statement of Work.

More details can be found at Gartner Accessibility Web Site: www.gartner.com

Contact for more Information: Platforms@gartner.com

The EIT standard can be found at: www.Section508.gov/

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES (FAR 51.1)

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order:

- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- b. The following statement:

"This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern."

25. INSURANCE: WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective —
 - i. For such period as the laws of the State in which this contract is to be performed prescribe; or
 - ii. Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of [participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).

For subscription services, invoicing and payment in full is authorized concurrent with commencement of deliverables.

Terms and Conditions Applicable To Information Technology (IT) Professional Services (SIN 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation — May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - i. Cancel the stop-work order; or
 - ii. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
 - b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - i. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - ii. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
 - c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
 - d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services — Fixed Price (AUG 1996) (Deviation — May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection — Time and Materials and Labor-Hour (JAN 1986) (Deviation — May 2003) clause at FAR 52.246-6 applies to time and materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation — May 2003) Rights in Data — General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

For subscription services, invoices are authorized concurrent with commencement of deliverables.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time and materials orders, the Payments under Time and Materials and Labor Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II — Feb 2002) (Deviation — May 2003) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II — Feb 2002) (Deviation — May 2003)) applies to labor hour orders placed under this contract.

For subscription services, payment in full is authorized concurrent with commencement of deliverables.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. INTELLECTUAL PROPERTY

- a. Gartner shall retain sole and exclusive ownership of the Deliverable(s), Gartner tools, methodologies, questionnaires, responses, and proprietary research and data generated in the course of performing the Services, together with all intellectual property rights therein (the "Gartner Materials"). Gartner grants to Client a perpetual, non-exclusive, royalty-free license to use the Deliverables, subject to the limitations set forth in Section 17.
- b. Nothing contained herein shall preclude Gartner from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Gartner shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Gartner shall not use or disclose any of Client's confidential information, as defined in Section 18.
- c. With respect to any benchmarking Services performed by Gartner, Client acknowledges that (i) the contents of the Benchmarking Report (as defined in the Statement of Work) and other deliverables are based upon information which is proprietary to Gartner and contained in Gartner's proprietary database, (ii) the contents of the database belong to Gartner solely, (iii) Client's data will become part of the database, (iv) Gartner will code any presentation of Client's data to preserve Client's anonymity, and (v) the database will be used by Gartner in future consulting and benchmarking engagements.

- d. Client shall retain its rights in any proprietary material that Client supplies to Gartner. If Client provides Gartner with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to Gartner all rights and licenses that are necessary for Gartner to fulfill its obligations under each Statement of Work.

17. USE OF DELIVERABLES

Subject to payment in full of the applicable fees, Gartner grants to Client for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. Unless the Deliverable is a Request for Proposal (RFP) or similar document intended to be distributed by Client, Client shall not make the Deliverables available, in whole or in part, to anyone outside of Client, or quote excerpts from the Deliverables to the public, without the prior written consent of Gartner. Notwithstanding the foregoing, Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

18. CONFIDENTIALITY

- a. The parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with each Statement of Work, including the Gartner Materials. The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission.
- b. Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, if the disclosing party elects to seek reasonable protective arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information.

19. WARRANTIES

- a. Client warrants that Gartner's use of any materials furnished by Client in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party.
- b. Gartner warrants that the Deliverables, in the form provided to Client, do not infringe any copyright, trademark, trade secret or other right of any third party.

- c. ALL SERVICES ARE PROVIDED ON AN “AS IS” BASIS. GARTNER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT GARTNER BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE CLIENT. GARTNER HAS NO OBLIGATION TO ADVISE CLIENT OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE DELIVERABLES.

20. LIMITATION OF LIABILITY

Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Gartner or its employees, Gartner's total liability arising out of the provision of the Services hereunder shall be limited to the fee paid by Client under the Statement of Work under which such liability arises.

21. DESCRIPTION OF IT SERVICES AND PRICING

Gartner, Inc. provides research and analysis on information technology (IT), computer hardware, software, communications, and related technology industries. The company operates in four segments: Research, Consulting, Executive Programs and Events.

- a. The Research segment provides research content and advice for IT professionals, technology companies, and the investment community in the form of reports and briefings, as well as peer networking services and membership programs designed for chief information officers and other senior executives.
- b. The Consulting segment offers consulting, measurement engagements, and strategic advisory services, which provide assessments of cost, performance, efficiency, and quality focused on the IT industry.
- c. The Executive Programs segment provides research and advice specifically tailored for CIO's and senior IT Executives on every important technology and technology-enabled business decision.
- d. The Events segment provides various services, such as symposia, conferences, and exhibitions focused on specialized topics in the IT industry, which include outsourcing, mobile wireless, customer relationship management, and application integration and business intelligence.

Gartner Executive Programs (SIN 132-51)

Today's complex technology environment demands technology know-how, and Gartner is uniquely qualified to help senior executives attain it. Gartner provides more than 4,000 senior technology executives with unbiased insight on key technology issues and best practices. C-suite executives depend on Gartner for insight on how to maximize their technology investments and drive business result. With Gartner Executive Programs, make better decisions and save time to drive a competitive advantage.

Gartner Executive Programs offer both team solutions and programs specifically to support the individual needs of the senior technology executive.

Levels of Service

There are multiple levels of service within the Gartner Executive Programs portfolio:

- Gartner Executive Programs Leadership Team
- Gartner for Executive Programs – Member and Member Basic
- Gartner for IT Executives — CIO Signature
- Gartner for IT Executives — CIO
- Gartner for IT Executives — CIO Essentials

Gartner Executive Programs Leadership Team

Gartner Executive Programs Leadership Team maximizes the value of Gartner with exclusive benefits and concierge-level services that empower CIOs and their teams to drive greater business success.

- A stronger, more efficient team for better decision making.
- A strategic partnership that unlocks the value of Gartner.
- End-to-end research and advice to keep you and the team focused.

Every Leadership Team solution has a Team Leader. There are several ways configure Team solutions with different types of Team Members based on the Team Leaders critical initiatives.

Deliverables

Team Leader:	http://www.gartner.com/it/sd/sd_ep_team_leader.pdf
Partner Member:	http://www.gartner.com/it/sd/sd_ep_team_partner.pdf
Partner Leader:	http://www.gartner.com/it/sd/sd_ep_team_partner_leader.pdf
Delegate Member:	http://www.gartner.com/it/sd/sd_ep_team_delegate.pdf
Delegate Leader:	http://www.gartner.com/it/sd/sd_ep_team_delegate_leader.pdf
Advisor Member:	http://www.gartner.com/it/sd/sd_ep_team_advisor.pdf
Advisor Leader:	http://www.gartner.com/it/sd/sd_ep_team_advisor_leader.pdf
Cross Function Member:	http://www.gartner.com/it/sd/sd_ep_team_cf.pdf
Role Member:	http://www.gartner.com/it/sd/sd_ep_team_role.pdf
Essentials Member*:	http://www.gartner.com/it/sd/sd_ep_team_essentials.pdf

Table 1. Gartner for Executive Programs Leadership Team: Pricing

Description	Quantity	Price
Team Leader	1	\$73,088
Partner Member or Partner Leader	1	\$57,172
Delegate Member or Delegate Leader	1	\$38,649
Advisor Member or Advisor Leader	1	\$28,512
Cross Function Member	1	\$19,877
Role Member	1	\$13,884
Essentials Member*	1	\$7,688

Notes:

- Team Membership contributes ("counts") toward multi user price levels on other Gartner Product offerings within the same agency; services must be ordered on the same Purchase Order and reflect a common "Bill To" address.
- Each Team must consist of one Team Leader and three (3) to ten (10) Team Members. A maximum of one Team Leader per Team. A Team with one Team Leader and less than three (3) Team Members is permissible so long as one of the Team Members is a Delegate or Partner. All Team Member licenses must be coterminous with the Team Leader license.
- * EXP Leadership Team Essentials is limited to select markets. Contact your Account Executive for availability in your area.
- All Deliverables are available to the Named Users only (unless otherwise specified in the Service Description).

- Services are to be used for each Member's individual business purpose for the benefit of the Client organization.
- Gartner periodically updates Service names and Deliverables to reflect Client needs and market relevance.
- All Team Memberships commence on the first day of the calendar month.
- Pricing is for Annual Membership.
- Additional Team Members may be added, coterminous with the existing contract end date.

Gartner Executive Programs Member and Member Basic

The Executive Programs Member and Member Basic (the “Service”) is for the most senior-level technology executives of complex organizations or enterprises whose business models rely heavily on IT. This Service provides the Client with an ongoing advisory relationship with Gartner and assistance in crafting answers to questions where standard industry practices have not yet been defined.

Client may designate one (1) Licensed User, referred to as the “Member”, who has access to the Deliverables.

Deliverables

Executive Programs Member: http://www.gartner.com/it/sd/sd_ep_member.pdf

Executive Programs Member: http://www.gartner.com/it/sd/sd_ep_member_basic.pdf

Table 2. Executive Programs Member and Member Basic Pricing

Description	Single Member Price	Multi-Member Price
Executive Programs Member	\$80,721	\$71,592
Executive Programs Member Basic	\$55,045	\$49,248

Note:

- Executive Programs Member and Member Basic contributes (“counts”) toward multi user price levels on other Gartner Product offerings within the same agency; services must be ordered on the same Purchase Order and reflect a common “Bill To” address.
- All other Gartner product offerings within the same agency, excluding add-on services, contribute (“count”) toward multi user/member pricing for Executive Programs Member and Member Basic.
- All Memberships require an annual contract.
- All Memberships commence on the first day of the calendar month.
- Pricing is for Annual membership.
- All Deliverables are available to the Named Users only.
- Services are to be used for each Member’s individual business purposes for the benefit of the Client organization.
- Gartner periodically updates Service names and Deliverables to reflect Client needs and market relevance.

Gartner for IT Executives — CIO Signature

The Gartner for IT Executives CIO Signature membership (the “Service”) is for the most senior technology executive of complex organizations or enterprises whose business models rely heavily on IT. This Service provides Client with an ongoing advisory relationship with Gartner and assistance in crafting answers to questions where standard industry practices have not yet been defined.

Client may designate two (2) Licensed Users, referred to as: (i) the “Member” and (ii) the “Delegate”.

Deliverables

CIO Signature: http://www.gartner.com/it/sd/sd_ite_cio_sig.pdf

Table 3. Gartner for IT Executives: CIO Signature Pricing

Description	Single Member Price	Multi-Member Price
IT Executives: CIO Signature	\$91,029	N/A

Notes:

- Multi-member pricing for CIO Signature memberships is not available.
- CIO Signature contributes (“counts”) toward multi user price levels on other Gartner Product offerings within the same agency; services must be ordered on the same Purchase Order and reflect a common “Bill To” address.
- All CIO Signature Memberships require an annual contract.
- All CIO Signature Memberships commence on the first day of the calendar month.
- Pricing is for Annual Membership.
- All Deliverables are available to the Named Users only.
- Services are to be used for each Member’s individual business purposes for the benefit of the Client organization.
- Gartner periodically updates Service names and Deliverables to reflect Client needs and market relevance.
- A modified version of CIO Signature, called CIO Access, is available in selected markets at a reduced price. Contact your Account Executive for availability in your area.

Gartner for IT Executives — CIO

The Gartner for IT Executives CIO membership (the “Service”) is for the most senior-level technology executives of complex organizations or enterprises whose business models rely heavily on IT. This Service provides the Client with an ongoing advisory relationship with Gartner and assistance in crafting answers to questions where standard industry practices have not yet been defined.

Client may designate one (1) Licensed User, referred to as the “Member”, who has access to the Deliverables.

Deliverables

CIO: http://www.gartner.com/it/sd/sd_ite_cio.pdf

Table 4. Gartner for IT Executives: CIO Pricing

Description	Single Member Price	Multi-Member Price
IT Executives: CIO	\$82,330	\$73,088

Note:

- CIO contributes (“counts”) toward multi user price levels on other Gartner Product offerings within the same agency; services must be ordered on the same Purchase Order and reflect a common “Bill To” address.
- All other Gartner product offerings within the same agency, excluding add-on services, contribute (“count”) toward multi user/member pricing for CIO.
- All CIO Memberships require an annual contract.
- All CIO Memberships commence on the first day of the calendar month.
- Pricing is for Annual membership.
- All Deliverables are available to the Named Users only.
- Services are to be used for each Member’s individual business purposes for the benefit of the Client organization.
- Gartner periodically updates Service names and Deliverables to reflect Client needs and market relevance.
- A modified version of Gartner for IT Executives — CIO, called CIO Access, is available in selected markets at a reduced price. Contact your Account Executive for availability in your area.

Gartner for IT Executives — CIO Essentials

Gartner for IT Executives CIO Essentials (the “Service”) is intended to assist the most senior-level IT executives in operating their business as cost-effectively as possible.

Client may designate one (1) Licensed User, referred to as the “Member”, who has access to the Deliverables.

Deliverables

CIO: http://www.gartner.com/it/sd/sd_ite_cio_essentials.pdf

Table 5. Gartner for IT Executives: CIO Essentials Pricing

Description	Single Member Price	Multi-Member Price
IT Executives: CIO Essentials	\$55,045	\$49,248

Notes:

- CIO Essentials contributes (“counts”) toward multi user price levels on other Gartner Product offerings within the same agency; services must be ordered on the same Purchase Order and reflect a common “Bill To” address.
- All other Gartner product offerings within the same agency, excluding add-on services, contribute (“count”) toward multi user/member pricing for CIO Essentials.
- All CIO Essentials Memberships require an annual contract.
- All CIO Essentials Memberships commence on the first day of the calendar month.
- Pricing is for Annual membership.
- All Deliverables are available to the Named Users only.
- Services are to be used for each Member’s individual business purposes for the benefit of the Client organization.
- Gartner periodically updates Service names and Deliverables to reflect Client needs and market relevance.
- A modified version of CIO Essentials, called CIO Access, is available in selected markets at a reduced price. Contact your Account Executive for availability in your area.

Gartner for IT Executives — Two Additional Meetings Add-On

The Gartner for IT Executives Two Additional Meetings Add-on (the “Service”) provides Gartner for IT Executives Licensed Users (“Members”) with two (2) face-to-face strategy meetings (“Sessions”) with their assigned primary service delivery associate (“Executive Partner”). This Service is available only to Members who also have a Gartner for IT Executives CIO Signature membership or a Gartner for IT Executives CIO membership.

Delegate Add-on for Gartner for IT Executives CIO Signature

The Delegate Add-on for Gartner for IT Executives CIO Signature (the “Service”) permits Licensed Users of the Gartner for IT Executives CIO Signature Program, referred to as “Members,” to designate a second Licensed User, referred to as the “Delegate,” for the purpose of assisting the Member and furthering the Member’s agenda and priorities.

Table 6. Gartner Add-ons: Pricing

Description	Single Member Price	Multi-Member Price
CIO Signature Delegate Add-on	\$38,649	N/A
Two Meeting Add-on	\$14,432	N/A

Notes:

- Limited availability — contact your Gartner Account Executive.
 - ❑ CIO Signature Delegate Add-on may be added to CIO Signature, coterminous with the existing contract end date. Price of the additional member will not be pro-rated if the remaining term is less than 12 months.
 - ❑ Meeting Add-on may be added to Executive Programs Member, Executive Programs Member Basic, IT Executives–CIO Signature, IT Executives–CIO, Enterprise for IT Leaders, or Enterprise for Supply Chain Leaders memberships, coterminous with the existing contract end date. Price of the additional member will not be pro-rated if the remaining term is less than 12 months.
- Multi-member pricing for Add-on memberships is not available.
- “Add-on” Gartner product memberships do not contribute (“count”) toward multi user price levels on other Gartner Product offerings within the same agency.
- Pricing is for an annual membership.

Gartner Research (SIN 132-51)

With more than 1,000 analysts worldwide, over 100,000 client inquiries per year, and more than 80,000 pages of published original research, we are by far the world's most valuable source of IT knowledge. Gartner Research clients benefit from saving time and money, gaining a true global perspective, and from leveraging the knowledge and advice that only our size and experience can provide.

Gartner helps clients succeed by providing solutions to a variety of business and technology challenges, such as ensuring that technology supports business strategy, making the right decisions, acquiring and retaining customers, understanding and prospering in changing markets, and recognizing and exploiting new opportunities.

Gartner Research provides analysis and findings based on (1) a wealth of data and concise methodologies, (2) recommendations and strategies based on firsthand experience, and (3) advice and counsel through our inquiry programs. All of this is delivered through a variety of Research products:

- Gartner for Enterprise IT Leadership Team
- Gartner for Enterprise Supply Chain Leadership Team
- Gartner for Enterprise IT Leaders
- Gartner for Enterprise Supply Chain Leaders

- Gartner for IT Leadership Team
- Gartner for Supply Chain Leadership Team
- Gartner for IT Leaders
- Gartner for Supply Chain Leaders

- Gartner for Technical Professionals
- Gartner Technology Planner for Technical Professionals
- Core Connect Research
- Core Research

- Industry Advisory Services
- Strategic Advisory Services

Enterprise Leadership Teams

Gartner for Enterprise Leadership Team: Team Leader (the “Service”) is an expanded version of the standard Gartner for Enterprise Leaders offering that is expressly designed to enable Clients to access Gartner resources in a team environment.

The Service is accessible by a Gartner for Enterprise Leaders Member (the “Team Leader”) and by their direct reports or cross-functional team (the “Team Members”). Collectively, the Team Leader and his/her Team Members are “Licensed Users”.

The Service enables the Gartner for Enterprise Leadership Team Leader to collaborate with their Team Members by providing them with access to Gartner Research related to information technology and the functional responsibilities of specific roles, and also by permitting them to participate in Team Inquiry schedule and attended by the Team Leader.

Enterprise IT Leadership Team

Deliverables

Team Leader:	http://www.gartner.com/it/sd/sd_eitl_team_leader.pdf
Advisor Member:	http://www.gartner.com/it/sd/sd_eitl_team_advisor_member.pdf
Cross Function Member:	http://www.gartner.com/it/sd/sd_eitl_team_cf_member.pdf
Role Member:	http://www.gartner.com/it/sd/sd_eitl_team_role_member.pdf
Essentials Member:	http://www.gartner.com/it/sd/sd_eitl_team_essentials_member.pdf

Enterprise Supply Chain Leadership Team

Deliverables

Team Leader:	http://www.gartner.com/it/sd/sd_escl_team_leader.pdf
Advisor Member:	http://www.gartner.com/it/sd/sd_escl_team_advisor_member.pdf
Cross Function Member:	http://www.gartner.com/it/sd/sd_escl_team_cf_member.pdf
Essentials Member:	http://www.gartner.com/it/sd/sd_escl_team_essentials_member.pdf

Table 7. Gartner for Enterprise IT Leadership Team: Pricing
Gartner for Enterprise Supply Chain Leadership Team: Pricing

Description	Quantity	Price
Team Leader	1	\$51,127
Advisor Member	1	\$25,869
Cross Function Member	1	\$15,321
Role Member	1	\$9,491
Essentials Member	1	\$7,688

Notes:

- Team Membership contributes (“counts”) toward multi user price levels on other Gartner Product offerings within the same agency; services must be ordered on the same Purchase Order and reflect a common “Bill To” address.
- Each Team must consist of one Team Leader and three (3) to ten (10) Team Members. A maximum of one Team Leader per Team. All Team Member licenses must be coterminous with the Team Leader license.
- All Team Memberships commence on the first day of the calendar month.
- Pricing is for Annual Membership.
- Additional Team Members may be added, coterminous with the existing contract end date.

Gartner for Enterprise IT Leaders

Gartner for Enterprise IT Leaders is for senior IT leaders in large, complex enterprises who are managing IT functions for a business unit or the entire enterprise. The Service is managed by a Gartner Leadership Partner and Client Manager who will tailor program deliverables to the unique needs of each Member. There is one level of named User access to Enterprise for IT Leaders: Member.

Deliverables

- Enterprise IT Leaders Individual Access
 - Applications-Oracle http://www.gartner.com/it/sd/sd_eitl_indiv_apps_oracle.pdf
 - Applications-SAP http://www.gartner.com/it/sd/sd_eitl_indiv_apps_sap.pdf
 - Enterprise Architecture http://www.gartner.com/it/sd/sd_eitl_indiv_entarch.pdf
 - Infrastructure & Operations http://www.gartner.com/it/sd/sd_eitl_indiv_infraops.pdf
 - Security & Risk Management http://www.gartner.com/it/sd/sd_eitl_indiv_security_risk.pdf
 - Sourcing & Vendor Management http://www.gartner.com/it/sd/sd_eitl_indiv_sourcing_venmgmt.pdf
- Enterprise IT Leaders
 - Applications-Oracle http://www.gartner.com/it/sd/sd_eitl_apps_oracle.pdf
 - Applications-SAP http://www.gartner.com/it/sd/sd_eitl_apps_sap.pdf
 - Enterprise Architecture http://www.gartner.com/it/sd/sd_eitl_entarch.pdf
 - Infrastructure & Operations http://www.gartner.com/it/sd/sd_eitl_infraops.pdf
 - Security & Risk Management http://www.gartner.com/it/sd/sd_eitl_security_risk.pdf
 - Sourcing & Vendor Management http://www.gartner.com/it/sd/sd_eitl_sourcing_venmgmt.pdf
 - HR Professionals http://www.gartner.com/it/sd/sd_eitl_hr.pdf

Gartner for Enterprise Supply Chain Leaders

Gartner for Enterprise Supply Chain Leaders (the “Service”) is for senior supply chain leaders (“Members”) in large, complex enterprises who are managing supply chain functions for a business unit or the entire enterprise. The Service is managed by a Gartner Leadership Partner and Client Manager who will tailor program deliverables to the unique needs of each Member. There is one level of named User access to Enterprise for Supply Chain Leaders: Member.

Deliverables

- Enterprise Supply Chain Leaders Individual Access
http://www.gartner.com/it/sd/sd_escl_indiv_member.pdf
- Enterprise Supply Chain Leaders http://www.gartner.com/it/sd/sd_escl.pdf

Table 8. Gartner for Enterprise IT Leaders: Pricing
Gartner for Enterprise Supply Chain Leaders: Pricing

Description	Single Member Price	Multi-Member Price
<u>Gartner for Enterprise IT Leaders:</u> <u>Gartner for Enterprise IT Leaders Individual Access:</u> <ul style="list-style-type: none"> ■ Infrastructure and Operations ■ Sourcing & Vendor Management ■ Enterprise Architecture ■ Applications — SAP ■ Applications — Oracle ■ Security and Risk Management ■ HR Professionals 	\$61,535	\$51,127
<u>Gartner for Enterprise Supply Chain Leaders:</u> <u>Gartner for Enterprise Supply Chain Leaders Individual Access:</u> <ul style="list-style-type: none"> ■ Supply Chain Leaders 	\$61,535	\$51,127

Notes:

- Enterprise IT Leaders Individual Access, Enterprise IT Leaders Enterprise IT Leaders Individual Access, and Enterprise Supply Chain Leaders contribute (“count”) toward multi user price levels on other Gartner Product offerings within the agency; services must be ordered on the same Purchase Order and reflect a common “Bill To” address.
- All other Gartner product offerings within the same agency, excluding add-on services, contribute (“count”) toward multi user/member pricing for Enterprise IT Leaders Individual Access, Enterprise IT Leaders ,Enterprise IT Leaders Individual Access, or Enterprise Supply Chain Leaders.
- All EITL and ESCL memberships require an annual contract.
- All EITL and ESCL memberships commence on the first day of the calendar month.
- Pricing is for an annual membership.

Gartner Leadership Team

Gartner for Leadership Team: Team Leader is an expanded version of the Gartner for IT Leaders Advisor or Gartner for Supply Chain Leaders offering that enables access to Gartner Research and Analysts related to specific roles in a team environment (i.e., a Team Leader and Team Members).

The Service is accessible by a Gartner for Leadership Team Leader (the "Team Leader") and by his/her direct reports or cross-functional team (the "Team Members"). Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Service enables the Gartner for Leadership Team Leader to collaborate with their Team Members by providing them with access to Gartner Research related to information technology and the functional responsibilities of specific roles, and also by permitting them to participate in Team Inquiry schedule and attended by the Team Leader.

Gartner for IT Leadership Team

Deliverables

Team Leader:	http://www.gartner.com/it/sd/sd_itl_team_leader.pdf
Advisor Member:	http://www.gartner.com/it/sd/sd_itl_team_advisor_member.pdf
Cross Function Member:	http://www.gartner.com/it/sd/sd_itl_team_cf_member.pdf
Role Member:	http://www.gartner.com/it/sd/sd_itl_team_role_member.pdf
Essentials Member:	http://www.gartner.com/it/sd/sd_itl_team_essentials_member.pdf

Gartner for Supply Chain Leadership Team

Deliverables

Team Leader:	http://www.gartner.com/it/sd/sd_scl_team_leader.pdf
Advisor Member:	http://www.gartner.com/it/sd/sd_scl_team_advisor_member.pdf
Cross Function Member:	http://www.gartner.com/it/sd/sd_scl_team_cf_member.pdf
Essentials Member:	http://www.gartner.com/it/sd/sd_scl_team_essentials_member.pdf

Table 9. Gartner for IT Leadership Team: Pricing
Gartner for Supply Chain Leadership Team: Pricing

Description	Quantity	Price
Team Leader	1	\$25,869
Advisor Member	1	\$25,869
Cross Function Member	1	\$15,321
Role Member	1	\$9,491
Essentials Member	1	\$7,688

Notes:

- Team Membership contributes ("counts") toward multi user price levels on other Gartner Product offerings within the same agency; services must be ordered on the same Purchase Order and reflect a common "Bill To" address.
- Each Team must consist of one Team Leader and three (3) to ten (10) Team Members. A maximum of one Team Leader per Team. All Team Member licenses must be coterminous with the Team Leader license.
- All Team Memberships commence on the first day of the calendar month.
- Pricing is for Annual Membership.
- Additional Team Members may be added, coterminous with the existing contract end date.

Gartner for IT Leaders

Gartner for IT Leaders is a service that provides client (“Licensed Users”) with access to research and advice about information technology and the functional responsibilities of specific IT roles and affords Users the option of inquiry with Gartner Analysts. Gartner for IT Leaders makes it easier for Registered Users (“Users”) to find the information they need to make informed decisions by connecting our resources to their every-day needs. There are two levels of named User access to Gartner for IT Leaders: Reference and Advisor.

■ Role-based Offerings:

- ☐ Application Management
- ☐ Business Intelligence and Information Management
- ☐ Business Process Improvement
- ☐ Enterprise Architecture
- ☐ IT Infrastructure and Operations
- ☐ Program and Portfolio Management
- ☐ Security and Risk Management
- ☐ Sourcing and Vendor Relationships

Deliverables

Individual Access Advisor: http://www.gartner.com/it/sd/sd_itl_individual_advisor.pdf
Advisor: http://www.gartner.com/it/sd/sd_itl_advisor.pdf
Reference: http://www.gartner.com/it/sd/sd_itl_reference.pdf

Gartner for Supply Chain Leaders

Gartner for Supply Chain Leaders is a service that provides Licensed Users (“Users”) with access to research and advice to assist them in aligning business strategies with process and technology initiatives and to provide them with ongoing decision support and affords Users the option of inquiry with Gartner Analysts. Gartner for Supply Chain Leaders makes it easier for Registered Users (“Users”) to find the information they need to make informed decisions by connecting our resources to their every-day needs. There are two levels of named User access to Gartner for Supply Chain Leaders: Reference and Advisor

Deliverables

Individual Access Advisor: http://www.gartner.com/it/sd/sd_scl_indiv_access_advisor.pdf
Advisor: http://www.gartner.com/it/sd/sd_scl_advisor.pdf
Reference: http://www.gartner.com/it/sd/sd_scl_reference.pdf

Table 10. Gartner for IT Leaders: Pricing
Gartner for Supply Chain Leaders: Pricing

# of Users	Reference	Advisor Individual Access Advisor
Single User (per User)	\$23,035	\$34,261
Multi User (per User)	\$14,668	\$25,869

Notes:

- IT Leaders and Supply Chain Leaders contribute ("count") toward multi user price levels on other Gartner Product offerings within the same agency; services must be ordered on the same Purchase Order and reflect a common "Bill To" address.
- All other Gartner product offerings within the same agency, excluding add-on services, contribute ("count") toward multi user/member pricing for IT Leaders and Supply Chain Leaders.
- All Gartner for IT Leaders and Supply Chain Leaders memberships require an annual contract.
- All Gartner for IT Leaders and Supply Chain Leaders memberships commence on the first day of the calendar month.
- Pricing is for Annual Membership.

Gartner for Technical Professionals Department

Gartner for Technical Professionals Advisor Department (the “Service”) provides clients who maintain a threshold minimum investment in select Gartner products with access to all Gartner for Technical Professionals Research published through gartner.com. Advisor-level access includes the option of scheduling dialogues with Analysts that support the Service.

Deliverables

Advisor Department: http://www.gartner.com/it/sd/sd_techpro_advisor_dept.pdf
Reference Department: http://www.gartner.com/it/sd/sd_techpro_reference_dept.pdf

Table 11. Gartner for Technical Professionals: Pricing

Description	Advisor Price	Reference Price
Gartner for Technical Professionals IT Staff — Up to 40 Licensed Users	\$100,231	\$67,516

Notes:

- Gartner for Technical Professionals licenses contribute (“count”) toward multi-user price levels on other Gartner Product offerings within the same agency; services must be ordered on the same Purchase Order and reflect a common “Bill To” address.
- All Gartner for Technical Professionals licenses require an annual contract.
- Licenses commence on the first day of the calendar month.
- Pricing is for Annual license.
- All Deliverables are available to the Named Users only.
- Services are to be used for each Named User’s individual business purposes for the benefit of the Client organization.
- Gartner periodically updates Service names and Deliverables to reflect Client needs and market relevance.

Gartner Technology Planner for Technical Professionals

Gartner Technology Planner for Technical Professionals (the “Service”) provides clients with access to all data and tools published through techplanner.gartner.com. The Service is available to IT staff members who are employees of the client organization.

Deliverables

Technology Planner: http://www.gartner.com/it/sd/sd_tech_planner.pdf

Gartner Technology Planner Essentials

Gartner Technology Planner Essentials (the “Service”) provides clients with access to data and tools related to the modules (the “Modules”) pre-selected by the client at time of purchase and published through techplanner.gartner.com. The Service is available to IT staff members who are employees of the client organization.

Deliverables

Essentials: http://www.gartner.com/it/sd/sd_tech_planner_essentials.pdf

Table 12. Gartner Technology Planner for Technical Professionals: Pricing

Description	# of Users	Price
Gartner Technology Planner	Up to 40	\$100,231
Gartner Technology Planner Essentials — 3 Modules	Up to 40	\$28,176
Gartner Technology Planner Essentials — 2 Modules	Up to 40	\$32,331
Gartner Technology Planner Essentials — 1 Module	Up to 40	\$39,751

Notes:

- All Gartner Technology Planner licenses require an annual contract.
- Licenses commence on the first day of the calendar month.
- Pricing is for Annual license.
- All Deliverables are available to the Named Users only.
- Services are to be used for each Named User’s individual business purposes for the benefit of the Client organization.
- Gartner periodically updates Service names and Deliverables to reflect Client needs and market relevance.
- Gartner Technology Planner deliverables include Reference access only. Advisor access is not available within this product offering.

Core Connect Research

Core Connect Research is a comprehensive program designed to help professionals achieve tangible business results. Clients receive instant access to the world's foremost repository of expert analysis and opinion on everything important in IT including searchable databases of cutting-edge research, customized alerts that keep clients up-to-speed — and even personal consults with Gartner's team of world-class analysts. This is the single most valuable IT program in the world. Nothing else compares when it comes to assisting client users generate business impact.

Core Connect Research is a service that provides research and advice about information technology for decision makers. Core Research provides clients with the base of knowledge and advice needed to capitalize on IT technologies and markets.

Deliverables

Advisor: http://www.gartner.com/it/sd/sd_core_connect_advisor.pdf
Reference: http://www.gartner.com/it/sd/sd_core_connect_reference.pdf

Table 13. Core Connect Research: Pricing

# of Users	Reference	Advisor
Single User (per User)	\$20,160	\$31,375
Multi User (per User)	\$11,722	\$23,025

Notes:

- Core Connect contributes ("counts") toward multi user price levels on other Gartner Product offerings within the same agency; services must be ordered on the same Purchase Order and reflect a common "Bill To" address.
- All other Gartner product offerings within the same agency, excluding add-on services, contribute ("count") toward multi user/member pricing for Core Connect.
- All Memberships commence on the first of the calendar month.
- All Memberships require an annual contract.
- Pricing is for annual Membership.
- A focused ("Foundation") level of access is available in selected markets at a reduced price. Contact your Account Executive for availability in your area.
- Core IT Research Add-on Analyst Inquiry (the "Service") provides focused access to Analyst Inquiry as an optional add-on to the Core IT Reference or Core Connect Reference Research offerings (each a "Base Service").

Gartner for IT News and Insight®

For each Research purchase order over \$100k — at client's request — Gartner will provide, at no charge, ten (10) licenses to Gartner for IT News and Insight®.

IT News and Insight from Gartner® (the "Service") provides clients with self-service online access to essential IT news and selected role-based Gartner Research.

Deliverables

IT News and Insight from Gartner is a portal-based product. Each user designated by the Client ("Licensed User") receives the following Deliverables:

- **Weekly Picks IT Research in HTML:** A selection of hand-picked reports (in HTML format updated weekly) that focus on companies, products, markets, decision frameworks, and case studies. Includes access to Gartner First Takes research that addresses the most relevant issues in brief news analysis format.
- **IT News Analysis:** Informed and immediate insight from Gartner on breaking news in IT.
- **Market News:** Frequently updated user-role relevant news aggregated from multiple sources.
- **Webinars featuring Gartner Analysts:** Access to webinars delivered by Gartner Analysts.
- **Events Calendar:** User selected, role-relevant, information on upcoming Gartner Summits where Licensed Users can refresh their skills and learn from peers who face similar challenges.

Additional Terms & Conditions

Each Licensed User must establish and maintain a current profile on gartner.com. Each Licensed User will be issued a user ID and password, which are for their own personal use and which may not be shared with any other individual or group, either inside or outside of the Client organization.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

Ownership and Use of the Services. Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in the Client Purchase Order (each a "**Licensed User**") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the **Usage Guidelines for Gartner Services** ("**Guidelines**"), which are accessible to all Licensed Users via the "Policies" section of www.gartner.com. Among other things, these Guidelines describe how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

Client may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Gartner's prior written permission. Users may not reproduce or distribute the Services externally without Gartner's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Client. Client may excerpt from the Services for external use only if Client obtains the prior written approval of Gartner Vendor Relations, at vendor.relations@gartner.com. Any approved external use of the Services must comply with Gartner's **Copyright and Quote Policy** which may be viewed on the Gartner Vendor Relations section of www.gartner.com. Services may not be stored by Client on any information storage and retrieval system.

Access to the Services. ID's for access to Gartner Core Research and analyst inquiry may not be shared. Access to the Services is restricted to the number of named individuals (each a "User") as identified in the Client Purchase Order.

Monitoring of Usage. The Client acknowledges and agrees to inform all Users that Gartner may monitor activity on Gartner's website, including access to, and use of, the Services by individuals. Upon request, Client agrees to provide Gartner with assurance from a responsible Contract Officer (or other relevant evidence) of compliance with these usage terms.

DISCLAIMER OF WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

Client Confidential Information. Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process. Client acknowledges that Gartner is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Gartner's research, analysis or consulting organization(s) from other sources.

Core Research — Renewal Only

Core Research is a comprehensive program designed to help professionals achieve tangible business results. Clients receive instant access to the world's foremost repository of expert analysis and opinion on everything important in IT including searchable databases of cutting-edge research, customized alerts that keep clients up-to-speed — and even personal consults with Gartner's team of world-class analysts. This is the single most valuable IT program in the world. Nothing else compares when it comes to assisting client users generate business impact.

Deliverables

Advisor: http://www.gartner.com/it/sd/sd_core_advisor.pdf
Reference: http://www.gartner.com/it/sd/sd_core_reference.pdf

Table 14. Core Research: Pricing — Renewal Only

# of Users	Core Research Reference: Price per User	Core Research Advisor: Price per User
1	\$12,620	\$21,250
2	\$11,350	\$21,250
5	\$11,350	\$21,250
10	\$9,450	\$11,810
25	\$6,610	\$10,080
50	\$5,350	\$8,830

Notes:

- Core Research contributes ("counts") toward multi user price levels on other Gartner Product offerings within the same agency; services must be ordered on the same Purchase Order and reflect a common "Bill To" address.
- All other Gartner product offerings within the same agency, excluding add-on services, contribute ("count") toward determining CORE quantity/unit price level.
- All Memberships commence on the first of the calendar month.
- All Memberships require an annual contract
- Pricing is for annual Membership.
- Effective February 1, 2007, the above pricing structure is no longer available to new clients.
- Renewals of existing seats are permitted, at the seat quantity/price level in effect as of January 31, 2007, unless the renewal seat aggregate drops to a lower seat quantity.
- Conversely, seat additions that increase or raise the aggregate to a new or higher seat quantity are no longer permitted. Additional seats that satisfy the aggregation requirements must be priced at the "existing" (prior) price level.
- A focused ("Foundation") level of access is available in selected markets at a reduced price. Contact your Account Executive for availability in your area.
- Core IT Research Add-on Analyst Inquiry (the "Service") provides focused access to Analyst Inquiry as an optional add-on to the Core IT Reference or Core Connect Reference Research offerings (each a "Base Service").
- A metered document access version of the CORE Research Reference program ("IT Associates") is available in selected markets. Contact your Account Executive for availability in your area.

Burton Classic IT1 Research (SIN 132-52) — Renewal Only

Burton Classic IT1

Deliverables

Burton Classic IT1: http://www.gartner.com/it/sd/sd_burtonit1_classic.pdf

Table 15. Burton Classic IT1 — Renewal Only

# of Employees		Annual License Fee: One Coverage Area*	Catalyst Tickets	Annual License Fee: Burton Group Classic IT1*	Catalyst Tickets
>0	<1,000	\$20,800	2	\$73,760	4
1,000	25,000	\$32,660	2	\$143,550	8
25,000	50,000	\$43,060	3	\$156,910	10
50,000	75,000	\$51,970	3	\$173,740	10
75,000	+	\$56,930	4	\$220,280	12

*** Renewal Only:** Effective January 1, 2013, Burton Research products are no longer available for new orders.

- All Research and Advisory Services include unlimited Analyst Dialogues.
- All subscriptions begin on the first of a calendar month and are for a twelve (12) month term.

Note 1: When two separate Coverage Areas are purchased, a discount of twenty (20) percent will be taken off of the total price of the two Coverage Areas.

Note 2: Ordering Activities may choose to enter into a License covering two or more years. In consideration for such multi-year commitment, when the Ordering Activity pays for a two year License at the time Burton Group accepts the order, the Ordering Activity will receive a ten (10) percent discount on the total of the combined fees. When the Ordering Activity pays for a three-year License at the time Burton Group accepts the order, the client will receive a fifteen (15) percent discount on the total of the combined fees.

Note 3: Pricing for Research and Advisory Services excludes travel related expenses and sales or use taxes (if applicable). Reasonable and actual travel-related expenses incurred by Gartner Consultants or Analysts in the course of delivering on-site dialogues are in addition to the above pricing and (upon advance approval from the client) will be invoiced separately as allowable expenses.

Note 4: Pricing for Burton Classic IT1 Research and Advisory Services is based on the size of the ordering activity, determined by the number of employees of the specific ordering activity. Each License is sold on a fixed price basis (excluding taxes and any travel related expenses), with the full License fee invoiced and due upon commencement of Deliverables. Delivery is complete when Gartner provides the ordering activity with access to the Licensed Content.

Gartner offers a Research and Advisory Services choice of Burton Classic IT1 or any individual or combination of Coverage Areas.

Burton Classic IT1: Includes all Coverage Areas below and new infrastructure coverage areas such as Enterprise Architecture ("EA") and Cloud Computing, Research Assistant Program, and one-half day on-site dialogue per license term.

Coverage Areas:

1. Application Platform Strategies ("APS")
2. Collaboration and Content Strategies ("CCS")
3. Data Center Strategies ("DCS")
4. Data Management Strategies ("DMS")
5. Identity and Privacy Strategies ("IdPS")
6. Network and Telecom Strategies ("NTS")
7. Security and Risk Management Strategies ("SRMS")

Gartner Consulting (SIN 132-51)

Gartner Consulting is the leading consultancy at the nexus of technology and business, helping clients define key strategies, manage major technology initiatives, optimize operations and achieve high returns on their IT investments. Our experienced practitioners apply rigorous methodologies, critical thinking, deep analytics, and knowledge management to solve your most pressing issues and deliver maximum business value.

Our solutions address the breadth of your business needs from defining key strategies to achieve business objectives, developing enterprise plans to manage IT risk, and managing your most critical initiatives. We work with you through all stages of the project life cycle to help solve your greatest challenges. We help you make critical decisions on your IT direction, define the initiatives and roadmap to achieve that direction, and work with you to ensure these key initiatives are delivered successfully.

According to a client satisfaction survey recently conducted by an independent third party, clients select Gartner Consulting for the following reasons:

- Gartner Consulting has the base of knowledge to address their technical and strategy issues as evidenced by our continuous services, research databases, benchmarking databases, conferences and word-of-mouth references.
- Gartner Consulting is seen as a better alternative to the larger consulting firms due to the quality of staff assigned to projects, specificity of results, faster completion times, cost and objectivity (no downstream implementation services).
- The value and credibility of the Gartner name in association with the information, recommendations and strategies submitted to senior management is enormous.

Specifically, Gartner Consulting provides:

- A focus on long-term planning and technical architectures.
- A unique and robust methodology. Our methodology indicates an understanding of the requirements of a long-term plan and presents a roadmap for attaining a client's goal. In addition, our use of a standard model for architecture development reduces the risk of architectural oversight or project delays.
- A team whose members are balanced among: (1) management and technical consulting, (2) information technology assessment, (3) strategic analysis, (4) market planning and (5) primary research.
- Nationally known professionals in the key technical areas required for the project. Gartner professionals are highly respected in the industry and provide proven expertise.

Table 16. IT Professional Services Rates

Title	Regular Hourly Rates	* Temporary Discounted Hourly Rates Applicable to Orders Dated On or Before 12/31/2016	* Temporary Daily Rates
Vice President	\$577.00	\$495.00	\$3,960.00
Senior Director	\$538.00	\$456.00	\$3,640.00
Director	\$484.00	\$425.00	\$3,400.00
Associate Director	\$415.00	\$360.00	\$2,880.00
Senior Consultant	\$332.00	\$290.00	\$2,320.00
Consultant	\$244.00	\$210.00	\$1,680.00
Associate Consultant	\$171.00	\$150.00	\$1,200.00

Gartner Consulting — Scope

Gartner's Scope of Work is defined broadly by the following strategic and high-value activities:

■ Benchmarking Solutions

Benchmarking solutions use state-of-the-art tools and high-quality data from the world's largest database of IT performance metrics to compare all or some of your IT functions to similar organizations. No two solutions are the same. Gartner's approach and all of our engagements are highly customized to deliver results that meet an individual client's specific business needs.

■ Critical Program Management Support

Gartner can assist a client to successfully deliver their most critical initiatives by applying the rigor and discipline of strong and independent program management practices that identify and manage risks, schedule and costs of the critical IT programs within an organization. Gartner will assist the client to implement a Program Management Office to execute the processes required to assess and monitor progress to keep these initiatives on track.

■ Performance Optimization

Gartner will provide analysis and recommendations to optimize the effectiveness, efficiency and quality of the IT services that you deliver. Gartner may assist the client in developing appropriate service levels and performance management processes and may provide strategies for the client's IT processes to improve efficiencies, service and costs.

■ Risk Management

Gartner can provide the client with strategies to effectively manage risk across the organization by supporting the development of comprehensive plans for business continuity/disaster recovery, for protecting critical information assets and to ensure compliance with regulatory requirements and guidelines.

■ Sourcing Execution and Management

Gartner can assist a client in making key sourcing decisions that support the organization's business objectives. Gartner will support the selection of key service providers in addition to providing oversight of existing service provider contracts and can provide recommendations for ongoing improvements.

■ Strategy and Architecture

Gartner can support an organization in the alignment of its strategic IT direction with its business strategy. Gartner can help the organization make key technology choices, design an efficient and effective organization and list of processes, establish an effective governance model and strengthen IT management processes to effectively manage the client's critical IT investments and priorities.

Positions and Descriptions

Commercial Job Title: Vice President

Position Summary

Responsible for the sales, management and execution of consulting projects in a portfolio of client accounts.

Position Accountabilities and Specific Duties

- Act as primary contact with client executives; plan and facilitate critical meetings
- Support clients in defining agenda and/or corporate strategy
- Develop account plans and take responsibility for the development and growth of strategic client accounts
- Develop overall administrative, financial and time commitments for multiple engagements; set overall goals and drive agendas to ensure goals are met
- Manage multiple engagements and provide mentoring and guidance to project managers and team members
- Perform engagement quality reviews and drive continuous improvement efforts
- Act as a subject matter expert on engagements
- Serve as a sounding board for engagement team's strategic direction
- Provide executive leadership on sales calls and oversee multiple proposal development efforts

Position Specifications

A. Education:

- Masters Degree and at least ten (10) years of experience working as a consultant or leader in the information technology industry; or,
- Bachelors Degree and at least twelve (12) years of experience working as a consultant or leader in the information technology industry

B. Demonstrated experience:

- Leading and consulting on large business process/technology transformation programs
- Managing business unit/segment
- Advising Technology Clients
- Delivering improvements and cost savings
- Recruiting, developing and managing teams
- Delivering value to customers

C. Required Technical/Functional Knowledge and Skills:

- Extensive technology knowledge in area/s of expertise (SME)
- Business/technology strategist
- Industry insight
- Understanding of marketing, finance and general business acumen
- Project/Program management
- Leadership/Management
- Excellent written, verbal and presentation skills.

Commercial Job Title: Senior Director

Position Summary

Responsible for the sales, management and execution of consulting projects, including the timely presentation of quality deliverables.

Position Accountabilities and Specific Duties

- Drive client thinking and act as thought leader
- Support client partners in defining client agenda and/or corporate strategy
- Manage multiple engagements and provide mentoring and guidance to project managers and team members
- Act as a subject matter expert on engagements
- Perform engagement quality reviews and drive continuous improvement efforts
- Plan and facilitate significant meetings with client executives
- Develop overall administrative, financial and time commitments for multiple projects and set overall goals for each
- Ensure effective and creative idea generation among team members
- Conduct primary research including market surveys of customers, vendors, lines of business and users, as well as secondary research.
- Analyze findings, develop insights and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations

Position Specifications

A. Education:

- Minimum Qualifications: Masters Degree and at least 10 years of experience working as a consultant or leader in the information technology industry; or,
- Substitute Qualifications: Bachelors Degree and at least 12 years of experience working as a consultant or leader in the information technology industry

B. Demonstrated experience:

- Leading and consulting on large business process/technology projects/programs
- Advising technology/business clients
- Delivering improvements and cost savings
- Recruiting, developing and managing teams
- Developing consensus
- Delivering value to customers

C. Required Technical/Functional Knowledge and Skills:

- Extensive technology/business process knowledge in area/s of expertise (SME)
- Developing business/technology strategy capabilities
- Understanding of marketing, finance and general business acumen
- Industry insight
- Project/Program management
- Leadership/Management
- Team building
- Excellent written, verbal and presentation skills.

Commercial Job Title: Director

Position Summary

Responsible for the sales, management and execution of consulting projects including the timely presentation of quality deliverables.

Position Accountabilities and Specific Duties

- Drive client thinking and act as thought leader
- Support client partner in defining client agenda and/or corporate strategy
- Plan and facilitate significant meetings with client executives
- Develop overall administrative, financial and time commitments for multiple projects and set overall goals for each
- Ensure effective and creative idea generation among team members
- Conduct primary research including market surveys of vendors and users as well as secondary research.
- Analyze findings, develop insights and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations
- Prepare engagement review forms and provide coaching and mentoring for team members
- Identify and pursue sales opportunities and leads which may come from meetings, clients, other consultants, the sales force, vendors and others.
- Support and assist the sales organization by making joint sales calls.
- Contribute to account plan development and proactively follow up on all assigned leads
- Write and present proposals to prospective clients and contracts for engagements.

Position Specifications

A. Education:

- Masters Degree and at least eight (8) years of experience working as a consultant or leader in the information technology industry; or,
- Bachelors Degree and at least ten (10) years of experience working as a consultant or leader in the information technology industry

B. Demonstrated experience:

- Leading or Consulting on large business process/technology projects/programs
- Delivering improvements and cost savings
- Recruiting, developing and managing teams
- Developing consensus
- Delivering value to customers

C. Required Technical/Functional Knowledge and Skills:

- Extensive technology knowledge in area/s of expertise (SME)
- Understanding of marketing, finance and general business acumen
- Industry insight
- Project/Program management
- Leadership/Management
- Team building
- Excellent written, verbal and presentation skills.

Commercial Job Title: Associate Director

Position Summary

Responsible for the management and execution consulting projects including the timely presentation of quality deliverables. May have minimal level of sales responsibilities

Position Accountabilities and Specific Duties

- Plan and facilitate meetings with client project management
- Meet with client and develop project questions, gain understanding of the client's environment and assure that recommendations can be implemented.
- Manage small to medium teams by developing work plans and managing project execution timelines.
- Prepare engagement review forms for team members
- As an independent contributor, complete sections of significant customized consulting assignments covering a variety of subject areas including specific technologies and products, markets and market trends, competitor analysis, financial impact, etc.
- Act as project point person both internally and externally
- Lead the team's analytical thinking and structure for an assignment
- Conduct primary research including market surveys of vendors and users as well as secondary research.
- Analyze findings, develop insights and integrate individual work streams into a single, cohesive report with client-specific actionable recommendations
- Develop and submit content for proposals
- Support development of work plan estimates and resource/staff plans
- Recognize and report new business opportunities; collaborate with sales partners and subject matter experts to pursue and close opportunities

Position Specifications

A. Education:

- Masters Degree and at least six (6) years of experience working in the information technology industry; or,
- Bachelors Degree and at least eight (8) years of experience working in the information technology industry

B. Demonstrated experience:

- Managing/supporting business/technology projects
- Gathering, compiling and analyzing data
- Surveying and statistical analysis
- Developing consensus
- Delivering value to customers

C. Required Technical/Functional Knowledge and Skill:.

- Project management
- Solid technology knowledge in area/s of expertise (SME)
- Understanding of marketing, finance and general business acumen
- Ability to analyze problems
- Use judgment effectively
- Excellent written, verbal and presentation skills.

Commercial Job Title: Senior Consultant

Position Summary

Responsible for the management and execution consulting projects including the timely presentation of quality deliverables.

Position Accountabilities and Specific Duties

- Participate in client conferences and take part in client communications.
- Complete sections of significant customized consulting assignments covering a variety of subject areas including specific technologies and products, markets and market trends, competitor analysis, financial impact, etc.
- Provide the analytical thinking and structure for an assignment and participate in discussion groups
- Conduct and lead interviews and small meetings for assignment
- Analyze findings, develop insights and prepare reports with client-specific actionable recommendations
- Monitor project execution to timeline and budget
- Develop and submit content for proposals
- Support development of work plan estimates and resource/staff plans
- May serve as project manager for well defined engagements

Position Specifications

A. Education:

- Masters Degree and at least three (3) years of experience working in the information technology industry; or,
- Bachelors Degree and at least five (5) years of experience working in the information technology industry

B. Demonstrated experience:

- Supporting business and technology projects
- Gathering, compiling and analyzing data
- Surveying and statistical analysis
- Developing deliverable reports

C. Required Technical/Functional Knowledge and Skills:

- Project management
- General information technology knowledge with some subject matter expertise
- Ability to analyze problems
- Use judgment effectively
- Excellent listening and writing skills
- Oral communication skills
- Initiative and Resourcefulness

Commercial Job Title: Consultant

Position Summary

Responsible for providing quality deliverables and/or analytical project reports for assigned custom consulting engagements.

Position Accountabilities and Specific Duties

- Provide analytical support to project team
- Conduct research using library facilities, Gartner Analysts, other Gartner resources and primary research.
- Analyze, interpret, extrapolate, project and model data to reach conclusions
- Prepare written reports with text, charts, and spreadsheets for internal presentation and for inclusion in reports for clients.
- Participate in project/initiative planning and support the completion of estimates
- May participate on lead qualification to learn processes and fundamental skills needed for consulting sales process.
- Participate in opening client conference at which the engagement is defined (kick-off meetings) and begin to take lead role for client communications.
- May participate in final conference with client at which final report is delivered.
- As assigned, complete sections of significant customized consulting assignments covering a variety of subject areas including technologies, markets, products, competitive analysis, financial impact, etc.

Position Specifications

A. Education:

- Masters Degree and at least one (1) year of experience working in the information technology industry; or,
- Bachelors Degree and at least two (2) years of experience working in the information technology industry

B. Demonstrated experience:

- In the information technology industry
- Developing deliverable reports
- Using spreadsheet software
- Gathering and compiling data

C. Required Technical/Functional Knowledge and Skills:

- General Information Technology knowledge
- Ability to make decisions
- Ability to analyze problems
- Use judgment effectively
- Excellent listening and writing skills
- Oral communication skills
- Initiative and Resourcefulness

Commercial Job Title: Associate Consultant

Position Summary

Responsible for providing quality deliverables and/or analytical project reports for assigned custom consulting engagements.

Position Accountabilities and Specific Duties

- Provide analytical support to project team
- Conducts (or assistance in conducting) research using library facilities, Gartner Research Analysts, other Gartner resources and self designed primary research.
- Analyze, interpret, extrapolate, project and model data to reach conclusions (or assist in same)
- Prepare (or assist in the preparation of) written reports with text, charts, and spreadsheets for internal presentation and for inclusion in reports going to clients.
- May participate in opening client conference at which the engagement is defined (kick-off meetings)
- May participate in final conference with client at which final report is delivered. No advanced degrees, training or certifications are required.
- As assigned, complete sections of significant customized consulting assignments covering a variety of subject areas including technologies, markets, products, competitive analysis, financial impact, etc.

Position Specifications

- A. Education:
 - Bachelors Degree with at least one (1) year of experience working in the information technology industry
- B. Demonstrated experience:
 - In the information technology industry
 - Using spreadsheet software
- C. Required Technical/Functional Knowledge and Skills:
 - General Information Technology knowledge
 - Ability to make decisions
 - Ability to analyze problems
 - Use judgment effectively
 - Excellent listening and writing skills
 - Oral communication skills
 - Initiative and Resourcefulness

Commitment to Promote Small Business Participation Procurement Programs

Preamble

Gartner, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

Commitment

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.
- We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:
 - ❑ Greg Parrington, Director — Government Contracts: 1 703 387 5721
(greg.parrington@gartner.com)

Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (*ordering activity*) and Gartner, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s): GS-35F-5014H.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with FAR 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Gartner, Inc.

Date

(Customer Name) Blanket Purchase Agreement, BPA Number _____

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-5014H, Blanket Purchase Agreements, Gartner, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with (ordering activity):

- The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

Product

*Special BPA Discount/Price

- Delivery:

Destination

Delivery Schedules/Dates

- The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- This BPA does not obligate any funds.
- This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- The following office(s) is hereby authorized to place orders under this BPA:

Office

Point of Contact

- Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

<ul style="list-style-type: none"> <input type="checkbox"/> Name of Contractor; <input type="checkbox"/> Contract Number; <input type="checkbox"/> BPA Number; <input type="checkbox"/> Product Description <input type="checkbox"/> Purchase Order Number; <input type="checkbox"/> Date of Purchase; 	<ul style="list-style-type: none"> <input type="checkbox"/> Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and <input type="checkbox"/> Date of Shipment.
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- The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Basic Guidelines for Using “Contractor Team Arrangements”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers’ needs, or
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

3.0 Assumptions – Additional Terms

Reference RFQ Sections: 11.4 – 11.4.4 Potential for Organizational and Personal Conflicts of Interest and Section 12.0 – Intellectual Property Rights.

Gartner's GSA Schedule Terms as they relate to Confidentiality and Intellectual Property Rights are as follows and will apply to any resulting award:

3.1 Subscription Services

Each Licensed User must establish and maintain a current profile on gartner.com. Each Licensed User will be issued a user ID and password, which are for their own personal use and which may not be shared with any other individual or group, either inside or outside of the Client organization.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

Ownership and Use of the Services. Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in the Client Purchase Order (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the Usage Guidelines for Gartner Services ("Guidelines"), which are accessible to all Licensed Users via the "Policies" section of www.gartner.com. Among other things, these Guidelines describe how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

Client may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Gartner's prior written permission. Users may not reproduce or distribute the Services externally without Gartner's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Client. Client may excerpt from the Services for external use only if Client obtains the prior written approval of Gartner Vendor Relations, at vendor.relations@gartner.com. Any approved external use of the Services must comply with Gartner's Copyright and Quote Policy which may be viewed on the Gartner Vendor Relations section of www.gartner.com. Services may not be stored by Client on any information storage and retrieval system.

Access to the Services. ID's for access to Gartner Core Research and analyst inquiry may not be shared. Access to the Services is restricted to the number of named individuals (each a "User") as identified in the Client Purchase Order.

Monitoring of Usage. The Client acknowledges and agrees to inform all Users that Gartner may monitor activity on Gartner's website, including access to, and use of, the Services by individuals. Upon request, Client agrees to provide Gartner with assurance from a responsible Contract Officer (or other relevant evidence) of compliance with these usage terms.

DISCLAIMER OF WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR

INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

Client Confidential Information. Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process. Client acknowledges that Gartner is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Gartner's research, analysis or consulting organization(s) from other sources.

3.2 Consulting Services

Gartner's Consulting Deliverables are a blend of pre-existing, copyrighted and/or proprietary Gartner intellectual property (IP) that has been developed at private expense and may contain analysis and recommendations unique to individual Clients. Therefore, Gartner cannot list documents or identify pre-existing IP in advance of the completion of individual Deliverables. Gartner Deliverables are therefore "Limited Rights Data" as that term is defined in FAR 52.227-14 — Rights in Data General, and FAR 52.227-14 — Rights in Data General alternate II this clause/definition shall apply to all Gartner Deliverables.

1. Intellectual Property. (a) Gartner shall retain sole and exclusive ownership of the Deliverable(s), Gartner tools, methodologies, questionnaires, responses, and proprietary research and data generated in the course of performing the Services, together with all intellectual property rights therein (the "Gartner Materials"). Gartner grants to Client a perpetual, non-exclusive, royalty-free license to use the Deliverables, subject to the limitations set forth in Section 2.

(b) Nothing contained in this Agreement shall preclude Gartner from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Gartner shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Gartner shall not use or disclose any of Client's confidential information, as defined in Section 3.

(c) With respect to any benchmarking Services performed by Gartner, Client acknowledges that (i) the contents of the Benchmarking Report (as defined in the Statement of Work) and other

deliverables are based upon information which is proprietary to Gartner and contained in Gartner's proprietary database, (ii) the contents of the database belong to Gartner solely, (iii) Client's data will become part of the database, (iv) Gartner will code any presentation of Client's data to preserve Client's anonymity, and (v) the database will be used by Gartner in future consulting and benchmarking engagements.

(d) Client shall retain its rights in any proprietary material that Client supplies to Gartner. If Client provides Gartner with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to Gartner all rights and licenses that are necessary for Gartner to fulfill its obligations under each Statement of Work.

2. Use of Deliverables. Subject to payment in full of the applicable fees, Gartner grants to Client for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. Unless the Deliverable is a Request for Proposal (RFP) or similar document intended to be distributed by Client, Client shall not make the Deliverables available, in whole or in part, to anyone outside of Client, or quote excerpts from the Deliverables to the public, without the prior written consent of Gartner. Notwithstanding the foregoing, Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

3. Confidentiality. (a) The parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with each Statement of Work, including the Gartner Materials. The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission.

(b) Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, if the disclosing party elects to seek reasonable protective arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information.

4. Warranties. (a) Client warrants that Gartner's use of any materials furnished by Client in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party.

(b) Gartner warrants that the Deliverables, in the form provided to Client, do not infringe any copyright, trademark, trade secret or other right of any third party.

(c) ALL SERVICES ARE PROVIDED ON AN “AS IS” BASIS. GARTNER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT GARTNER BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE CLIENT. GARTNER HAS NO OBLIGATION TO ADVISE CLIENT OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE DELIVERABLES.

5. Limitation of Liability. (a) Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Gartner or its employees, Gartner’s total liability arising out of this Agreement and the provision of the Services shall be limited to the fee paid by Client.

4.0 Information Content Deliverable Requirements

In accordance with the Section 508 Accessibility requirement, Gartner provides the following information.

To support the work practices and needs of clients with disabilities, gartner.com publishes a website that complies with Section 508 of the U.S. Rehabilitation Act of 1973. Available worldwide, this site delivers Gartner research to clients who use assistive technologies. This site is updated each Wednesday night with research from the previous week. It also includes the past 12 months of research from Gartner Core Research. It features an easy-to-navigate format and several indexes to simplify navigation. The Section 508-compliant site is available to anyone subscribed to Gartner Core Research. For access, an email should be sent to accessibility@gartner.com.

We have provided a copy of our current VPAT below.

Date: July 15, 2015

Name of Product: Gartner Research Access

Contact for more Information: accessibility@gartner.com

Summary Table Voluntary Product Accessibility Template		
Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems		(b) (4)
Section 1194.22 Web-based internet information and applications		

Section 1194.23 Telecommunications Products		(b) (4)
Section 1194.24 Video and Multi-media Products		
Section 1194.25 Self-Contained, Closed Products		
Section 1194.26 Desktop and Portable Computers		
Section 1194.31 Functional Performance Criteria		
Section 1194.41 Information, Documentation and Support		

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Section 1194.21 Software Applications and Operating Systems - Detail Voluntary Product Accessibility Template		
<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the		

operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.		
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.		
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		

(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		

Section 1194.22 Web-based Internet information and applications - Detail Voluntary Product Accessibility Template		
<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	(b) (4)	
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d) Documents shall be organized so they are readable without requiring an associated style sheet.		

(e) Redundant text links shall be provided for each active region of a server-side image map.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
(g) Row and column headers shall be identified for data tables.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
(i) Frames shall be titled with text that facilitates frame identification and navigation
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-

(b) (4)

only page shall be updated whenever the primary page changes.

(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.

(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).

(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

(o) A method shall be provided that permits users to skip repetitive navigation links.

(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

(b) (4)

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

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Section 1194.23 Telecommunications Products - Detail Voluntary Product Accessibility Template		
Criteria	Supporting Features	Remarks and explanations
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.		

(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.		
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.		
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.		
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required		

to activate controls and keys shall be 5 lbs. (22.2N) maximum.		
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.		
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.		

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Section 1194.24 Video and Multi-media Products - Detail Voluntary Product Accessibility Template		
<i>Criteria</i>	Supporting Features	Remarks and explanations
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes,		

and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.		
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.		
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.		

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Section 1194.25 Self-Contained, Closed Products - Detail Voluntary Product Accessibility Template		
<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
(b) When a timed response is required, the user shall be alerted and given		

sufficient time to indicate more time is required.		
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.		
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.		
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.		

(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.		
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		

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Section 1194.26 Desktop and Portable Computers - Detail Voluntary Product Accessibility Template		
Criteria	Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).		
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards		

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Section 1194.31 Functional Performance Criteria - Detail Voluntary Product Accessibility Template		
Criteria	Supporting Features	Remarks and explanations
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	(b) (4)	
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or		

independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	(b) (4)
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	

Section 1194.41 Information, Documentation, and Support - Detail Voluntary Product Accessibility Template		
Criteria	Supporting Features	Remarks and explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.	(b) (4)	

(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.

(c) Support services for products shall accommodate the communication needs of end-users with disabilities.

(b) (4)



**Any questions regarding this proposal
should be addressed to:**

(b) (6)

Gartner, Inc.

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